

MDM Declaration Exhibit A-09

1
2 UNITED STATES DISTRICT COURT
3 EASTERN DISTRICT OF NEW YORK
4 No. 18 Civ. 2949(ARR)(RER)

- - - - -x

5
6 SUSANNA MIRKIN and BORIS MIRKIN,
Individually and on Behalf of All Others
Similarly Situated,

7
8 Plaintiffs,

-against-

9
10 XOOM ENERGY, LLC AND XOOM ENERGY
NEW YORK, LLC,
11 Defendants.

12 - - - - -x

13
14 16 Court Street
Brooklyn, New York 11241

15
16 August 30, 2022
10:21 a.m.

17
18 DEPOSITION of SUSANNA MIRKIN (REDACTED),
19 a Plaintiff in the above-entitled action,
20 held at the above time and place, taken
21 before SAMUEL HITTIN, a Shorthand Reporter
22 and Notary Public of the State of New
23 York, pursuant to the Federal Rules of
24 Civil Procedure, order and stipulations
25 between Counsel.

<p>1 2 APPEARANCES: 3 4 WITTELS, McINTURFF, PALIKOVIC 5 Attorneys for Plaintiffs 6 SUSANNA MIRKIN and BORIS MIRKIN 7 295 Madison Avenue 8 New York, New York 10017 9 (914)775-8862 10 BY: STEVEN WITTELS, ESQ. 11 AND: STEVEN COHEN, ESQ. 12 13 14 MCDOWELL HETHERINGTON, LLP 15 Attorneys for Defendants 16 XOOM ENERGY, LLC AND XOOM ENERGY 17 NEW YORK, LLC 18 1001 Fannin Street, Suite 2700 19 Houston, Texas 77002 20 (713)337-5580 21 BY: MATT MATTHEWS, ESQ. 22 23 24 ALSO PRESENT: 25 VERITEXT VIDEOGRAPHER BY: ZEF COTA * * *</p> <p style="text-align: right;">Page 2</p>	<p>1 2 controlled thereby. 3 The filing of the original of this 4 deposition is waived. 5 IT IS FURTHER STIPULATED, a copy of 6 this examination shall be furnished to the 7 attorney for the witness being examined 8 without charge. 9 10 * * * 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p> <p style="text-align: right;">Page 4</p>
<p>1 2 STIPULATIONS 3 IT IS HEREBY STIPULATED, by and among 4 the attorneys for the respective parties 5 hereto, that: 6 All rights provided by the C.P.L.R., 7 and Part 221 of the Uniform Rules for the 8 Conduct of Depositions, including the 9 right to object to any question, except as 10 to form, or to move to strike any 11 testimony at this examination is reserved; 12 and in addition, the failure to object to 13 any question or to move to strike any 14 testimony at this examination shall not be 15 a bar or waiver to make such motion at, 16 and is reserved to, the trial of this 17 action. 18 This deposition may be sworn to by the 19 witness being examined before a Notary 20 Public other than the Notary Public before 21 whom this examination was begun, but the 22 failure to do so or to return the original 23 of this deposition to counsel, shall not 24 be deemed a waiver of the rights provided 25 by Rule 3116, C.P.L.R., and shall be</p> <p style="text-align: right;">Page 3</p>	<p>1 2 THE VIDEOGRAPHER: Good morning. 3 We are going on the record at 4 10:22 a.m. Eastern Daylight Time on 5 August 30, 2022. Please note that the 6 microphones are sensitive and may pick 7 up whispering and private 8 conversations. Please mute your 9 phones at this time. Audio and video 10 recording will continue to take place 11 unless all parties agree to go off the 12 record. 13 This is media unit one of the 14 video-recorded deposition of Susanna 15 Mirkin, taken by counsel in the matter 16 of Susanna Mirkin and Boris Mirkin, 17 et al., versus XOOM Energy, LLC, and 18 XOOM Energy New York, LLC, filed in 19 the United States District Court, 20 Eastern Division of New York, Case 21 Number 18-CIV-2949. 22 The location of this deposition 23 is Veritext Brooklyn, 16 Court Street, 24 Brooklyn, New York. 25 My name is Zef Cota,</p> <p style="text-align: right;">Page 5</p>

<p>1 S. MIRKIN 2 Q. Okay. So you come to the United 3 States when you were about 12 years old, 4 right? 5 A. 9. 6 Q. Oh. Okay. And did you move to 7 New York right away? 8 A. Yes. 9 Q. And have been here ever since? 10 A. Yes. 11 Q. And you live in Brooklyn 12 currently? 13 A. I do. 14 Q. Have you always lived in 15 Brooklyn? 16 A. I lived in Queens. 17 Q. When did you live in Queens? 18 A. I don't have exact dates, the 19 years. 20 Q. That's okay. What's the 21 ballpark? 22 A. In 2000s. 23 Q. Okay. Do you remember the 24 address? 25 A. No, not exactly.</p> <p style="text-align: right;">Page 32</p>	<p>1 S. MIRKIN 2 A. No. 3 Q. Have you and Mr. Mirkin ever 4 owned any other properties? 5 A. No. 6 Q. Do you remember the address you 7 lived at before moving to 1677 East 34th? 8 A. I lived in Queens. 9 Q. I see. 10 Okay. Ms. Mirkin, you've never 11 live in Staten Island, right? 12 A. No. 13 Q. Okay. And do you understand 14 that there has been some documents 15 produced in this case that show a Boris 16 Mirkin receiving gas service from XOOM 17 Energy? 18 A. I saw that, yes. 19 Q. Okay. But that is not your 20 husband? 21 A. That is not my husband. 22 Q. That's a different Boris Mirkin? 23 A. Correct. 24 Q. Is that Boris Mirkin related to 25 your husband?</p> <p style="text-align: right;">Page 34</p>
<p>1 S. MIRKIN 2 Q. Okay. Aside from the period of 3 time that you've lived in Queens, you've 4 always lived in Brooklyn -- 5 A. Mm-hmm. Yes. 6 Q. -- ever since 1990? 7 And your current address is 8 what? 9 A. 1677 East 34th Street, Brooklyn, 10 New York 11234. 11 Q. And do you own or rent that 12 property? 13 A. We own. 14 Q. You and -- 15 A. My husband. 16 Q. -- Boris Mirkin own it jointly? 17 A. Yes. 18 Q. And who lives there with you? 19 A. Us and our kids. 20 Q. How long have you lived at that 21 address? 22 A. 12 years. 23 Q. Have you owned or rented any 24 other properties during that 12-year 25 period?</p> <p style="text-align: right;">Page 33</p>	<p>1 S. MIRKIN 2 A. I think he's a cousin. 3 Q. Okay. 4 A. My husband would know more about 5 this Boris Mirkin. 6 Q. Yes. But just to show you -- 7 MR. MATTHEWS: Can I have the 8 stickers. Thank you. 9 Q. Ms. Mirkin, I'm going to mark 10 this document, which is an e-mail. The 11 heading says New Customer Enrollment, just 12 so we're -- we know we're talking about 13 the same thing. 14 A. Sure. 15 Q. I'm going to hand you that. 16 A. Mm-hmm. 17 [Whereupon, document was marked 18 as Defendants' Exhibit 4 for 19 identification, as of this date.] 20 Q. This is a document that's been 21 Bates-labeled XOOM INIT 12 through 13. 22 Have you seen this document 23 before? 24 A. No. 25 Q. No. Fair enough.</p> <p style="text-align: right;">Page 35</p>

1 S. MIRKIN
2 The billing info there, you
3 see it shows Boris Mirkin, 21 Peggy Lane,
4 Staten Island, New York 10306? Do you see
5 that?
6 A. I see that.
7 Q. And that's not your husband?
8 A. That's not my husband.
9 Q. And the phone number is not --
10 A. That's --
11 Q. -- your husband's phone number,
12 and you've never seen that e-mail address
13 either?
14 A. No.
15 Q. Okay. So this account that is
16 referred to in Exhibit 4 is not an account
17 that ever belonged to or was used by you
18 or your husband?
19 A. Correct.
20 Q. And to the best of your
21 knowledge, you've never had natural gas
22 service with XOOM Energy, correct?
23 A. Yes. Correct.
24 Q. And neither has your husband, to
25 the best of your knowledge?

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1 S. MIRKIN
2 A. I'm not sure. He takes care of
3 all the bills, so I'm not sure.
4 Q. Okay. Okay. And you personally
5 don't know anything about the natural gas
6 rates that XOOM charged in New York since
7 it entered the market here, correct?
8 A. The gas?
9 Q. Yes, ma'am.
10 A. No.
11 Q. You said that your husband is
12 the one who takes care of the bills. Is
13 he generally -- is it fair to say he's the
14 one who is generally in charge of energy
15 decisions in the house?
16 A. Correct.
17 Q. Does he consult with you about
18 retail energy decisions?
19 A. Sure, we discuss it, but he
20 takes care of it at the end.
21 Q. Okay. Just help me understand
22 in a basic way how it works in your
23 household with respect to selecting energy
24 providers for electricity or natural gas.
25 A. So he basically looks for the

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1 S. MIRKIN
2 best rates out there, and he just says,
3 you know, This is the best. I say, Okay,
4 do whatever you want.
5 Q. Do you know where he looks?
6 A. Online. I mean, that's the best
7 option out there.
8 Q. Yeah. Nothing -- I don't mean
9 to suggest there's anything wrong with
10 that.
11 A. Right.
12 Q. I'm just -- I don't -- I'm
13 trying to get a sense of, does he -- does
14 he call companies, does he go visit with
15 door-to-door salespeople, or does he --
16 A. In my knowledge --
17 Q. -- just do it online?
18 MR. WITTELS: Object to the
19 form. Multiple questions. If you
20 want to break it up.
21 MR. MATTHEWS: No. That's okay.
22 MR. WITTELS: You asked two at
23 the same time.
24 MR. MATTHEWS: Yeah. That's
25 okay.

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1 S. MIRKIN
2 MR. WITTELS: Object to the
3 form.
4 If you understand it, you can
5 answer.
6 THE WITNESS: Okay.
7 A. In my knowledge, he looks
8 through the internet. That's the best
9 way.
10 Q. Okay. So making retail energy
11 decisions in your house, how it generally
12 works is, Mr. Mirkin looks online to shop
13 for the best rates available, he sometimes
14 speaks with you about it, and then he is
15 the one who takes care of the actual
16 enrollment?
17 A. Correct.
18 MR. WITTELS: Object.
19 Give me time to answer --
20 object. It's fine for you to answer.
21 Just give me time on the record before
22 you answer and after he asks his
23 question, please.
24 Object to the form of that.
25 You already answered.

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1 S. MIRKIN
2 when I first heard about it.
3 Q. Why did he enroll under your
4 name?
5 A. To have something under my name,
6 to have residential proof.
7 Q. Residential proof for you?
8 A. Yes.
9 Q. Did you need that for
10 employment?
11 A. For employment.
12 Q. I see.
13 At the time, did you understand
14 that the rate that you were enrolling with
15 XOOM was a rate that could vary from month
16 to month?
17 A. My husband probably did, but it
18 wasn't in my understanding. When we
19 applied, he told me it was the lowest
20 rate, and I agreed, so he took care of the
21 rest.
22 Q. You didn't have an understanding
23 as to whether the rate was fixed or
24 variable at the time?
25 A. No.

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1 S. MIRKIN
2 Q. Okay. You're not claiming in
3 this -- I understand that you take issue
4 with the rates that XOOM charged, with how
5 high they were --
6 A. Mm-hmm.
7 Q. -- right?
8 A. Correct.
9 Q. But you are not alleging that
10 XOOM had no right to charge you a variable
11 rate, right?
12 MR. WITTELS: Objection to form.
13 You can answer.
14 A. Can you repeat that?
15 Q. Sure.
16 What I'm getting at is, you --
17 you don't dispute that you and your
18 husband enrolled in a variable rate plan
19 with XOOM?
20 MR. WITTELS: Objection to form.
21 You can answer.
22 A. If I understand that we enrolled
23 in a variable rate? I do understand that.
24 Q. Okay. And you understand that
25 the contract permitted that rate to vary

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1 S. MIRKIN
2 from month to month according to the terms
3 of the contract?
4 A. Correct.
5 Q. Okay. Looking back at that
6 phrase "actual and estimated supply
7 costs" -- do you see that on Exhibit 3?
8 A. Yes.
9 Q. What does that mean to you, that
10 the rate will be based on XOOM's actual
11 and estimated supply costs?
12 A. I'm not sure. It's for lawyers
13 to figure it out.
14 Q. Okay. You don't have any
15 personal understanding --
16 A. No.
17 Q. -- of what that means?
18 A. No.
19 Q. Okay. And you don't have any
20 personal understanding about what XOOM's
21 actual and estimated supply costs were?
22 MR. WITTELS: Asked and
23 answered. Objection.
24 You can answer again.
25 A. Can you repeat that?

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1 S. MIRKIN
2 Q. You don't have an understanding
3 as to what XOOM's actual and estimated
4 supply costs were, correct?
5 MR. WITTELS: Okay. He's asked
6 it about three times, but I'm going to
7 allow you to answer again.
8 MR. MATTHEWS: You just asked --
9 you told me to ask it again.
10 MR. WITTELS: No. I'm saying
11 you already asked the question, and
12 it's on the record that she's answered
13 that question.
14 But if -- we'll stop it at some
15 point, but you can answer again --
16 THE WITNESS: Mm-hmm.
17 MR. WITTELS: -- if you
18 understand the question.
19 A. Can you repeat that?
20 MR. WITTELS: Let's have the
21 reporter read it back so he doesn't
22 have to say it again.
23 [Whereupon, a portion of the
24 testimony was read back.]
25 A. What they were? No. What they

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1 S. MIRKIN
2 charged us? Yes, I do, according to
3 Exhibit 2.
4 Q. Right. Yeah. I'm with you.
5 All right. You don't contend
6 that the contract with XOOM promised you
7 and your husband savings, correct?
8 MR. WITTELS: Objection.
9 A. What is "contend".
10 Q. Your position in this case.
11 It is not your position in this
12 lawsuit that that contract promised you
13 savings as compared to the utility?
14 MR. WITTELS: Objection.
15 Go ahead.
16 A. If they promised us savings? I
17 mean, according to Exhibit 2, the
18 difference in percentage, that went from
19 May to November, is so significant, and
20 initially, when he signed up, when my
21 husband and I spoke about it, that was the
22 lowest rate. So, yes, we are thinking
23 that it would be saving us.
24 MR. MATTHEWS: Objection.
25 Nonresponsive.

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1 S. MIRKIN
2 Q. I'm asking a different question.
3 I'm not asking about your understanding or
4 your belief. I'm just asking about what
5 the contract says. And you would agree
6 with me that the contract does not say you
7 are guaranteed savings as compared to the
8 utility?
9 A. It doesn't say in the contract
10 "savings," no.
11 Q. Okay. And the contract doesn't
12 say that the variable rate will be lower
13 than the utility rate, right?
14 MR. WITTELS: Objection.
15 A. No. The contract says the
16 monthly variable rate will be based on
17 XOOM's actual and estimated supply costs.
18 Q. Right. And it doesn't say it
19 will be equal to those supply costs,
20 right?
21 MR. WITTELS: Objection.
22 A. No.
23 Q. And it doesn't say that it will
24 correlate precisely with those supply
25 costs, right?

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1 S. MIRKIN
2 MR. WITTELS: Objection.
3 Do you understand that?
4 THE WITNESS: No, I don't
5 understand that.
6 Q. It doesn't say that it will
7 match increases or decreases in the supply
8 costs exactly, right?
9 MR. WITTELS: Objection. It
10 says what it says.
11 MR. MATTHEWS: Don't coach her.
12 MR. WITTELS: I mean, you --
13 MR. MATTHEWS: You can say
14 objection to form. Look, I've sat
15 through the longest depositions with
16 you guys. This is not taking that
17 long, and it's --
18 MR. WITTELS: Okay. Objection.
19 MR. MATTHEWS: Just note your
20 objection --
21 MR. WITTELS: I mean, we can --
22 MR. MATTHEWS: -- and stop
23 taking.
24 MR. WITTELS: Objection to form.
25 You can answer, if you

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1 S. MIRKIN
2 understand.
3 A. If it matched, no. The contract
4 does not say that. It says the monthly
5 variable rate will be based on XOOM's
6 actual and estimated supply costs.
7 Q. I agree.
8 The contract does not say that
9 XOOM will be the lowest rate in the
10 market, right?
11 A. It doesn't.
12 MR. WITTELS: Objection.
13 Q. And it doesn't say that XOOM
14 will limit its margins, right?
15 MR. WITTELS: Objection.
16 THE WITNESS: No, it doesn't say
17 that.
18 Q. Okay. Would you agree that XOOM
19 is allowed to seek a profit on the rates
20 it charges?
21 A. I mean, any company is allowed
22 according to the contract, for sure.
23 Q. Okay. You don't contend that
24 XOOM is not allowed to make a profit on
25 its electricity contracts, right?

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<p>1 S. MIRKIN 2 MR. WITTELS: Objection. 3 A. If they're not allowed? 4 Q. It's not your position in the 5 case that XOOM is -- may not seek a profit 6 on its energy contracts? 7 A. It's not my position, no. 8 Q. Okay. You agree that XOOM can 9 seek a profit on its contracts? 10 A. XOOM or any -- 11 MR. WITTELS: Objection. 12 You can answer. 13 A. XOOM or any company is allowed 14 to have a profit according to their 15 contract. 16 Q. And what the contract allows is 17 the only limit on that profit, right? 18 MR. WITTELS: Objection. 19 A. The only limit on their profit? 20 What does that mean? 21 Q. That the contract doesn't say -- 22 let me ask it differently. 23 The contract doesn't say that 24 XOOM will only seek a specific profit 25 percentage, right?</p> <p style="text-align: right;">Page 68</p>	<p>1 S. MIRKIN 2 okay. 3 A. Mm-hmm. 4 Q. But that's my question. Today, 5 you don't know how XOOM's variable rates 6 compared to the utilities rates during the 7 time you were a XOOM customer, right? 8 MR. WITTELS: Objection. 9 A. No, I don't. 10 Q. Okay. You've continued looking 11 at the table on Exhibit 2, at the rates, 12 and I'm going to direct you to look at the 13 table, if you don't mind. 14 A. Sure. 15 Q. The first month, where your rate 16 was 8.99 cents per kilowatt hour -- do you 17 see that? 18 A. I see. In May through June? 19 Q. Yes, ma'am. 20 You are not arguing that that 21 rate was too high, right? 22 A. No. 23 Q. Okay. That rate, you do not 24 believe breached your agreement with XOOM, 25 right?</p> <p style="text-align: right;">Page 70</p>
<p>1 S. MIRKIN 2 A. It does not say that. 3 Q. Okay. And the energy markets do 4 not -- in New York, do not cap the profit 5 that XOOM can seek, right? 6 MR. WITTELS: Objection. 7 A. Do I know that? 8 Q. I'm asking. 9 A. I don't know that. 10 Q. Okay. With respect to utility, 11 do you know how XOOM's rates compared to 12 utilities rates during the time you were a 13 XOOM customer? 14 A. At that time? 15 Q. Mm-hmm. 16 A. Probably my husband does. I'm 17 not sure. I didn't deal with the rates 18 and everything. My husband did all of it. 19 Q. I don't mean it as a criticism. 20 This is my only opportunity to talk to 21 you, and I'm trying to get your best 22 testimony about what you know and you 23 don't know. 24 A. Mm-hmm. 25 Q. And if you don't know, that's</p> <p style="text-align: right;">Page 69</p>	<p>1 S. MIRKIN 2 MR. WITTELS: Objection. 3 A. That rate, in knowledge of my 4 husband and I, that was a good rate. 5 Q. And your lawsuit against XOOM is 6 based on this contract that we looked at, 7 at Exhibit 3, right? 8 A. Right. 9 Q. And just for completeness, I'm 10 going -- Exhibit 3 is just the first page 11 of that contract, right? It's not the 12 full contract? 13 A. Correct. 14 Q. Okay. I'm going to mark as 15 Exhibit 5 a full copy of those terms and 16 conditions. 17 [Whereupon, document was marked 18 as Defendants' Exhibit 5 for 19 identification, as of this date.] 20 Q. And please take as much time as 21 you want to review it and confirm that 22 what I'm saying is accurate. 23 A. You want me to read the whole 24 agreement? 25 Q. No, no, no. I'm not instructing</p> <p style="text-align: right;">Page 71</p>


<p>1 S. MIRKIN 2 you to read it, but I'm telling you that 3 you are -- what I'm saying is, I don't 4 want you to feel rushed, and I want you to 5 take as much time as you want to, to be 6 comfortable that what I'm telling you is 7 accurate. 8 So does this document that I've 9 marked as Exhibit 5 appear to be the same 10 first page -- 11 A. Yeah. 12 Q. I'm sorry. 13 Does Exhibit 5 appear to be the 14 same as it relates to the first page, as 15 Exhibit 3? 16 A. Correct. 17 Q. Okay. And your lawsuit is about 18 this contract? 19 A. Correct. 20 Q. You are not alleging that a XOOM 21 sales rep lied to you or your husband, 22 right? 23 MR. WITTELS: Objection. 24 A. I'm not sure what you mean. 25 Sales rep? I don't know if there was a</p> <p style="text-align: right;">Page 72</p>	<p>1 S. MIRKIN 2 XOOM, in an advertisement or a marketing 3 letter, lied to you? 4 MR. WITTELS: Objection. 5 A. No. 6 Q. You're not alleging that XOOM 7 made some sort of oral promise to you? 8 MR. WITTELS: Objection. 9 You can answer. 10 A. No. 11 Q. You are not bringing a claim 12 against XOOM based on any other written 13 document, right? 14 A. Just the contract. 15 Q. Okay. 16 MR. WITTELS: Object to the 17 previous question. 18 Q. Ms. Mirkin, why did you switch 19 from XOOM to Viridian? 20 A. Probably the rates. My husband 21 did all of it, so I'm sure that was the 22 reason. 23 Q. You're guessing about what his 24 reason was? 25 A. No, I'm not guessing. I'm sure</p> <p style="text-align: right;">Page 74</p>
<p>1 S. MIRKIN 2 sales rep. I don't know. My husband did 3 all of it. So whether he did it online or 4 in person, I'm not sure. You have to ask 5 him. 6 Q. I will. But this is my only 7 chance to talk to you. And I understand 8 that you are suing my client for an 9 alleged breach of the contract that I've 10 marked as Exhibit 5. I understand that. 11 But what I'm asking is, you are 12 not alleging in this lawsuit that a sales 13 representative came to the house and lied 14 to you or your husband, right? 15 MR. WITTELS: Objection to the 16 form. 17 A. In my knowledge, no. 18 Q. Okay. And you're not alleging 19 that someone on a telephone, on behalf of 20 XOOM, lied to you or your husband about 21 variable rates, right? 22 MR. WITTELS: Objection. 23 You can answer. 24 A. In my knowledge, no. 25 Q. And you are not alleging that</p> <p style="text-align: right;">Page 73</p>	<p>1 S. MIRKIN 2 it was the rates. 3 Q. Okay. What do you remember 4 about Viridian's rate? 5 A. I don't know any rates about 6 Viridian. 7 Q. Okay. 8 A. I don't go into details with 9 bills, everything my husband does with 10 rates and how much it's going to be. 11 Q. Yeah, it's -- I'm -- I don't 12 mean it as a criticism. It's okay if you 13 were not involved in the decision to 14 switch to Viridian. But we've never met 15 before today, right? 16 A. Right. 17 Q. And we've never talked about 18 this lawsuit before today, right? 19 A. Mm-hmm. 20 Q. So I'm just trying to get a 21 sense of how you personally fit in to this 22 case and all of the decisions about 23 energy. 24 A. Mm-hmm. 25 Q. So is it fair to say that you</p> <p style="text-align: right;">Page 75</p>

1
2 A. No.
3 Q. Okay. Okay. Thank you very
4 much.
5 A. Okay.
6 THE VIDEOGRAPHER: We are off
7 the record at 12:08 p.m., and this
8 concludes today's testimony given by
9 Susanna Mirkin.
10
11 [TIME NOTED: 12:07 p.m.]
12
13 _____
14 SUSANNA MIRKIN
15
16 SUBSCRIBED AND SWORN TO
17 BEFORE ME THIS _____
18 DAY OF _____, 2022.
19
20 _____
21 NOTARY PUBLIC
22
23
24
25

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1
2 I N D E X
3
4 WITNESS EXAMINATION BY PAGE
5 SUSANNA MIRKIN MATT MATTHEWS 7, 94
6 STEVEN WITTELS 92
7
8 E X H I B I T S
9
10 PLAINTIFF'S DESCRIPTION PAGE
11 EXHIBIT 1 - CON EDISON RECORD 20
12 EXHIBIT 2 - PAGE 19 OF WITNESS'S 20
13 COMPLAINT
14 EXHIBIT 3 - FIRST PAGE OF SOME 20
15 CONTRACT TERMS AND
16 CONDITIONS
17 EXHIBIT 4 - BILLING INFORMATION 35
18 FOR BORIS MIRKIN,
19 21 PEGGY LANE, STATEN
20 ISLAND, NEW YORK 10306
21 EXHIBIT 5 - FULL COPY OF THOSE 71
22 TERMS AND CONDITIONS
23
24
25

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1
2 CERTIFICATION
3
4 I, Samuel Hittin, a Notary Public for
5 and within the State of New York, do
6 hereby certify:
7 That the witness whose testimony as
8 herein set forth, was duly sworn by me;
9 and that the within transcript is a true
10 record of the testimony given by said
11 witness.
12 I further certify that I am not
13 related to any of the parties to this
14 action by blood or marriage, and that I am
15 in no way interested in the outcome of
16 this matter.
17 IN WITNESS WHEREOF, I have hereunto
18 set my hand this 6th day of September,
19 2022.
20
21
22 
23 SAMUEL HITTIN
24 * * *
25

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1
2 ERRATA SHEET
3 VERITEXT/NEW YORK REPORTING, LLC
4
5 CASE NAME: SUSANNA MIRKIN AND BORIS
6 MIRKIN, ET AL VS. XOOM ENERGY,
7 LLC, ET AL
8 DATE OF DEPOSITION: AUGUST 30, 2022
9 WITNESS' NAME: SUSANNA MIRKIN
10
11 PAGE/LINE(S)/ CHANGE REASON
12
13
14
15
16
17
18
19
20
21 SUSANNA MIRKIN
22 SUBSCRIBED AND SWORN TO
23 BEFORE ME THIS _____ DAY
24 OF _____, 2022.
25 NOTARY PUBLIC
MY COMMISSION EXPIRES _____

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1
2 MR. MATTHEWS: Subject to
3 additional questions that were not
4 permitted today, I will pass the
5 witness.

6 And I appreciate your time.

7 THE WITNESS: Okay.

8 MR. WITTELS: No questions,
9 which is very rare for me.

10 MR. MATTHEWS: Okay. Thank you.

11 THE VIDEOGRAPHER: We are off
12 the record at 2:20 p.m. And this
13 concludes today's testimony given by
14 Boris Mirkin.

15
16 [TIME NOTED: 2:19 p.m.]
17

Boris Mirkin
Boris Mirkin (Oct 7, 2022 12:22 EDT)

18 -----
19 BORIS MIRKIN

October 7, 2022

20 -----
SUBSCRIBED AND SWORN TO

BEFORE ME THIS -----

DAY OF -----, 2022.

21
22 -----
NOTARY PUBLIC
23
24
25

ERRATA SHEET
VERITEXT/NEW YORK REPORTING, LLC

CASE NAME: SUSANNA MIRKIN AND BORIS
MIRKIN, ET AL VS. XOOM ENERGY,
LLC, ET AL

DATE OF DEPOSITION: AUGUST 30, 2022
WITNESS' NAME: BORIS MIRKIN

[illegible]

Boris Mirkin
Boris Mirkin (Oct 7, 2022 12:00)

BORIS MIRKIN

SUBSCRIBED AND SWORN TO
BEFORE ME THIS _____ DAY
OF _____, 2022.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____